

***Memorandum of Understanding***

***between***

***American Red Cross Los Angeles Region***

***and***

***Mono County, California***



**American  
Red Cross**

## **I. Purpose**

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross Los Angeles Region (“ARCLA”) and Mono County (Mono County). This MOU provides a broad framework for cooperation between the two organizations in providing preparedness and disaster services. Both Red Cross and Mono County are a “Party” under this MOU.

- Rendering assistance and service to victims of disaster, so as to meet the disaster-caused emergency needs of the residents and guests of Mono County;
- Readiness and response activities, including planning, training, and human and logistical resource support; and
- Other activities which may be mutually beneficial.

## **II. Independence of Operations**

Each party to this MOU will maintain its own identity in providing service.

## **III. Organization Descriptions**

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

The mission of the Mono County Department of Social Services is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence. The Mono County Department of Social Services offers a variety of services to individuals and families through several Federal, State, and County programs.

## **IV. Methods of Cooperation**

To ensure that the resources of the Red Cross and Mono County may be coordinated and used to the fullest advantage in rendering disaster relief, the Parties agree to the following points. Additionally, upon the written agreement of the Parties, these points may be elaborated upon further under separate annexes to this Agreement.

1. Mono County will provide ARCLA access to the County's Emergency Operations Center ("EOC") upon activation of the EOC. This can be either through electronic, telephone means or via a government liaison provided by ARCLA. ARCLA will report through representatives of Mono County Department of Social Services.
2. Representatives of Mono County and the Red Cross will maintain open communication. Both participants will encourage their respective agencies and affiliates to maintain open communication. Each participant will share current data regarding disasters (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), disaster situational and operational reports, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness and response. *See Attachment A: Organization Contact Information.*
3. As described in the Mono County, Emergency Operations Plan, Mono County Department of Social Services will contact ARCLA disaster dispatch line **at 1-800-675-5799** when Red Cross services are needed or Mono County has decided an emergency shelter is needed for people displaced.
4. ARCLA will work closely with Mono County to ensure shelter agreements and appropriate surveys are completed and kept current for potential shelter facilities which will include facilities not owned and managed by Mono County. These could include schools, faith-based organizations and other private sectors facilities, as well as other necessary agreements and relationships such as feeding and medical services.
5. Mono County will invite ARCLA to attend all post-EOC Activations or emergency shelter operations After Action Report meetings, or to provide input for inclusion in any After Action Report documents for incidents in which ARCLA participated.
6. ARCLA will provide training, as necessary, to any Mono County agency employees and affiliated organizations (such as CERT) to ensure they correctly understand the roles, responsibilities, and limitations of Red Cross disaster relief services.
7. Mono County will provide training to any County agency or employee to ensure they understand the roles and responsibilities of the County in support of shelter operations.
8. Pursuant to the California Disaster Services Worker (DSW) Act, Mono County will make County employees in addition to social services designated disaster workers available to work with the Red Cross as Disaster Service Workers to assist in mass care, sheltering and other support functions during the aftermath of any local disaster. The Parties mutually agree that the first priority for assignment of available County employees will be to address the operational needs of the County before County employees would be made available to the Red Cross for assignment for Red Cross functions.
9. The Red Cross will provide access to Red Cross mass care and shelter training that will prepare all appropriate County employees with basic knowledge and skills in sheltering

and other Red Cross support functions in order to best prepare employees whose facilities are or may be used to support mass care or, who may serve as DSW workers, as described above. Mono County and the Red Cross will jointly promote the training for County employees through individual departments. Shelter training will be required for Mono County Department of Social Services staff pre-identified as priority shelter workers.

10. The Red Cross and Mono County will work collaboratively to stock and stage necessary shelter supplies, durable medical goods and consumable medical supplies in Red Cross trailers and/or other portable containers for deployment during shelter activations. Locations of trailers and portable containers will be mutually agreed upon by the Red Cross and the County.
11. Mono County and ARCLA will mutually ensure that disaster relief operations within the County are equally accessible to people with disabilities and others with access and functional needs.
12. Mono County and ARCLA shall work together to ensure the most correct information possible is found in City and Red Cross disaster plans and procedures.
13. Routine communications will be maintained between ARCLA and Mono County by conference calls, meetings, electronic messaging, and other means. Each Party will share current information regarding disasters, disaster declarations, and changes in regulations, legislation and protocols related to disaster relief.
14. Each Party agrees to provide updated emergency contact information as needed; *see Appendix A, Organization Contact Information.*
15. Mono County and ARCLA will participate in one another's disaster exercises, as appropriate.
16. Mono County and ARCLA will work together to provide mitigation and preparedness information to the County and its residents. Cooperative efforts could include distributing preparedness materials to targeted populations within the community, or requesting that local residents be encouraged to take part in pre-disaster preparedness planning efforts. Mono County and ARCLA will ensure all materials are made available in accessible formats for people with disabilities and others with access and functional needs.
17. Mono County employees and Red Cross workers will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties, and approved policies and procedures. *See Appendix C, Roles and Responsibilities.*

18. Mono County and ARCLA will actively seek to determine other areas or services within their respective organizations where cooperation and support will be mutually beneficial and to amend this Agreement accordingly to include those additional areas or services.

## **V. General**

- a. Both parties agree not to use or display any seals, logos or trademarks (hereinafter “trademarks”) of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
- b. Mono County and ARCLA will keep the public informed of their cooperative efforts.
- c. Mono County and ARCLA will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
- d. Mono County and ARCLA will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. Mono County and any of its affiliates and representatives agrees to adhere to *Attachment B - the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Response Programs* as it applies to disaster-caused situations in the USA.
- f. Mono County and ARCLA will each provide general liability insurance or self-insurance which covers the work and services to be performed by it, and its representatives, employees, agents, officers, officials, and volunteers under this Agreement. Such policy or self-insurance shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence and shall not exclude or except from coverage any of the services and work performed under this Agreement.
- g. Mono County and ARCLA shall each provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

## **VI. Periodic Review and Analysis**

Representatives of ARCLA and Mono County will jointly evaluate their progress in implementing this MOU every three (3) years and revise and develop new plans or goals as appropriate and necessary.

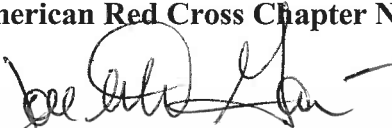
## VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires three (3) years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

## VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

## IX. Signatures

American Red Cross Chapter Name	County of Mono, Social Services
By: 	By: _____
Signature	Signature
Name: _____	Name: _____
Joselito Garcia-Ruiz	Kathy Peterson
Title: _____	Title: _____
Regional Disaster Program Officer	Director, Mono County Department of Social Services
Date: <u>7/31/15</u>	Date: _____

### COUNTY OF MONO

By: \_\_\_\_\_  
Chief Administrative Officer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

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**ATTACHMENT A – Organization Contact Information****Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

**NOTE:** When Attachment A is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

**Relationship Manager Contact\***

American Red Cross Chapter		County of Mono Department of Social Services	
<b>Contact</b>	Jon Brown	<b>Contact</b>	Cathy Young
<b>Title</b>	Disaster Program Manager	<b>Title</b>	Emergency Shelter Coordinator
<b>Office phone</b>	818-593-3526	<b>Office phone</b>	760-924-1780
<b>Mobile</b>	213-407-8316	<b>Mobile</b>	808-658-0618
<b>e-mail</b>	Jon.Brown2@Redcross.org	<b>e-mail</b>	cyoung@mono.ca.gov

\*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

**Operational Contact\*\***

American Red Cross Chapter		County of Mono Department of Social Services	
<b>Contact</b>	Emergency Dispatch	<b>Contact</b>	Cathy Young
<b>Title</b>	Duty Officer	<b>Title</b>	Emergency Shelter Coordinator
<b>Office phone</b>	1-800-675-5799	<b>Office phone</b>	760-924-1780
<b>Mobile</b>		<b>Mobile</b>	808-658-0618
<b>e-mail</b>		<b>e-mail</b>	cyoung@mono.ca.gov

\*\*The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

**Organization Information**

American Red Cross Chapter		County of Mono	
<b>Department</b>	Disaster Cycle Services	<b>Department</b>	Social Services
<b>Address</b>	11355 Ohio Ave, Los Angeles CA 90025	<b>Address</b>	452 Old Mammoth Road, PO Box2969, Mammoth Lakes, CA 93546
<b>e-mail</b>		<b>e-mail</b>	cyoung@mono.ca.gov
<b>Website</b>	www.redcross.org	<b>Website</b>	ww.monocounty.ca.gov



## ATTACHMENT B

### **Principles of Conduct for The International Red Cross and Red Crescent Movement Disaster Response Programs**

#### **Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

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More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

#### **The Code Register**

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).

## **ATTACHMENT C – Roles and Responsibilities**

### **RED CROSS SHELTERS**

Purpose: 1) To provide a temporary respite for persons who have been evacuated or not allowed to proceed to their final destinations, 2) To provide a safe place for people to stay during an emergency, with access to various types of support and information.

- Red Cross shelters may only be authorized by a Red Cross official working in consultation with a designated local civil authority (e.g., Mono County Department of Social Services).
- A Red Cross shelter is staffed by trained Red Cross volunteers and employees including health care and mental health care professionals.
- Designated Red Cross shelter facilities should have a Shelter Agreement on file with the Red Cross. Shelter agreements may be established for county facilities, schools, churches, or other privately-owned facilities. Each independently owned facility will require its own shelter agreement. However, multiple locations owned by the same entity may be listed on one shelter agreement.
- The Red Cross is responsible for costs incurred, including damage, to open and operate a shelter, as set forth in the applicable Shelter Agreement.
- A shelter is operational until the emergency passes and all shelter residents have made alternative arrangements.